

MASTER RETAINER AGREEMENT

September 20, 2022

name
address
address

Dear Mr. name:

The purpose of this letter is to set forth the basic terms of our engagement. Unless modified in writing by mutual consent, these terms will be an integral part of our arrangement with you. Therefore, you should read this letter carefully. We will represent you individually (and collectively, if applicable) in consideration of your payment of the required fees. The term of this agreement is one (1) year from date of this Retainer Agreement, or until service(s) are completed, whichever occurs first. **Upon expiration of the term of this agreement, Express One Financial Services will at its sole discretion, extend, renegotiate, or terminate the representation or services provided under this agreement. We will perform the following services:**

While we cannot guarantee the success of any given representation, we will represent you vigorously and professionally at all times. However, we wish to stress to you at the outset that we will conduct ourselves at all times in a manner consistent with our ethical standards and guidelines.

Following, is what you have specifically hired us for. However, it is possible that other services may be required to resolve your matters that are not included below. Should this arise we will contact you to discuss this, as well as any additional fees required, if applicable.

The services described herein are those that appear appropriate at the outset of this representation case. In the event that circumstances change or negotiations make it prudent to alter our approach, we may and are authorized, by you, to employ other programs available to achieve, in our opinion, the best resolution to your tax problem case.

Privacy Statement:

Your privacy is important to us. Like all providers of personal financial services, tax professionals are required by law to inform clients of their policies regarding privacy of client information. Our firm continues to adhere to professional standards of confidentiality that are even more stringent than those required by law. We have always protected the security and privacy of your personal and financial information.

We do not disclose any nonpublic information obtained in the course of our practice except as required or permitted by law. Permitted disclosures will include providing information to our employees and/or in limited situations, to unrelated third parties who need that information to assist us in serving you. In all situations, we stress the confidential nature of the information being shared.

1. **Transcript Investigation - IRS:** We will contact the Internal Revenue Service under the Freedom of Information Act to obtain, investigate, interpret and analyze your Individual or Business Master File, Formal Transcripts, Income Data, and Records of Account for the Years 2007 – 2022.

AND/OR

2. **Transcript Investigation - State:** We will contact the State to obtain, investigate, interpret and analyze your Individual Master File, Formal Transcripts, Income Data, and Records of Account for the Years 2007 – 2022.

AND/OR

3. **Transcript Investigation / Lien Release:** We will contact the Internal Revenue Service Under the Freedom of Information Act to obtain, investigate, interpret and analyze your Individual Master File, Formal Transcripts, and Records of Account for the Years 2007 – 2022. If the analyses reflect that your Federal Tax Lien(s) are expired and/or inapplicable, will apply for a Certificate of Release of the lien.

AND/OR

4. **Transcript Investigation / CSED Analysis:** We will contact the Internal Revenue Service under the Freedom of Information Act to obtain, investigate, interpret and analyze your Individual Master File, Formal Transcripts, and Records of Account for the Years 2007 – 2022. We will inform you when the 10 year Collection Statute Expiration Date expires on your current tax liability If the analyses reflect that your IRS debt has expired due to the CSED expiring, will apply, if applicable, for a Certificate of Release of the lien(s).

AND/OR

5. **Transcript Investigation / Bankruptcy Discharge Analysis:** We will contact the Internal Revenue Service under the Freedom of Information Act to obtain, investigate, interpret and analyze your Individual Master File, Formal Transcripts, and Records of Account for the Years 2007 – 2022. We will perform a Bankruptcy Discharge Analysis and inform you which taxable years are eligible for discharge, etc.

AND/OR

6. **Tax Preparation – Individual (1040):** We will prepare your 2002, 2003, 2004, 2005, 2006, 2007, 2008 and 2009 federal and state individual income tax returns. You will be given an Income Tax Guide and Organizer, to complete, for each year. These Organizers that are completed by you, coupled with what we obtain from our IRS/State Transcript Investigation (above) will be used to prepare your returns. (Fees quoted herein do not include bookkeeping work).

AND/OR

7. **Tax Preparation – Corporate or Partnership (1120 or 1065):** We will prepare your 2002, 2003, 2004, 2005, 2006, 2007, 2008 and 2009 federal and state corporate income tax returns. You will furnish us with a complete “accounting” (bookkeeping) of the period’s income, expenses, assets and liabilities so that a complete and accurate return can be prepared. If your records (bank statements and cancelled checks) require compilation and/or organization, additional fees shall apply to any bookkeeping work we have to perform in order to prepare returns. **AND/OR**

8. **OIC / IRS - Doubt as to Collectability:** We will prepare and submit an "Offer In Compromise" for the total amount owing to the Internal Revenue Service for all years and for all types of taxes disclosed to our firm. We will attempt to negotiate with the Internal Revenue Service on your behalf to have them accept your Offer based on your lack of net equity in your assets and your inability to pay the total amount owed. Our fee also includes representing you before the Appellate Division of the IRS, should your offer be rejected by the Collection (Memphis, TN or Holtsville, NY) Division. **OR**

9. **Audit Representation:** We will represent you before the IRS’s Examination Division in connection with the audit of your 2007 federal income tax return. Based on your representations to us and the existence and condition of your supporting documents, our goal is to attempt to achieve a “no change” letter or the lowest adjustment allowed under law. **OR**

10. **OIC / State:** We will prepare and submit an "Offer In Compromise" for the total amount owing to the State for all years and for all types of taxes disclosed to our firm. We will attempt to negotiate with the State on your behalf to have them accept your Offer based on your lack of net equity in your assets and your inability to pay the total amount owed. **OR**

11. **OIC / IRS – Doubt as to Liability:** We will prepare and submit an "Offer In Compromise" for the total amount owing to the Internal Revenue Service for all years and for all types of taxes disclosed to our firm. We will attempt to negotiate with the Internal Revenue Service on your behalf to have them accept your Offer based on your representations and evidence or proof regarding why you do not owe this tax in the first place. This type of Offer is primarily used in Audit Reconsideration cases and in Trust Fund Recovery Penalty (CIVPEN) cases. Our fee also includes representing you before the Appellate Division of the IRS, should your offer be rejected by the Collection (Memphis) Division.

AND/OR

12. **Levy Protection IRS - IMMEDIATE:** We will attempt to immediately secure a Release/Modification (as long as all legally required federal income tax returns have been filed) on your present IRS wage and/or bank levy and we will prevent future Levy’s (seizure of assets), with regard to the IRS, on Bank Funds, Accounts Receivable and Wages, while we are retained. **AND/OR**

13. **Levy Protection FTB/State - IMMEDIATE:** We will attempt to immediately secure a Release/Modification (as long as all legally required state income tax returns have been filed) on your present State wage and/or bank levy and we will prevent future Levy's (seizure of assets), with regard to the State, on Bank Funds, Accounts Receivable and Wages, while we are retained. **AND/OR**
14. **Levy Protection - STANDARD:** We will attempt to prevent (as long as all legally required income tax returns have been filed) future Levy's (seizure of assets), with regard to the IRS and/or State, on Bank Funds, Accounts Receivable and Wages, while we are retained. **AND/OR**
15. **Payment Plan IRS - 1040:** We will attempt to negotiate (as long as client is in current compliance with existing tax laws) with the Internal Revenue Service on past due income taxes, a long-term reasonable monthly installment payment plan, whereby client will service said debt in an organized fashion with out fear of aggressive enforced collection activity. **AND/OR**
16. **Payment Plan IRS - 941/940:** We will attempt to negotiate (as long as client is in current compliance with existing tax laws) with the Internal Revenue Service on past due employment taxes, a long-term reasonable monthly installment payment plan, whereby client will service said debt in an organized fashion with out fear of aggressive enforced collection activity. **OR**
17. **Payment Plan IRS - OVER \$100,000:** We will attempt to negotiate (as long as client is in current compliance with existing tax laws) with the Internal Revenue Service on past due Income Taxes, a long-term reasonable monthly installment payment plan, whereby client will service said debt in an organized fashion with out fear of aggressive enforced collection activity. **OR**
18. **Currently Not Collectable (CNC) Status:** Based on the client's demonstrated severe financial hardship, we will attempt to negotiate (as long as client is in current compliance with existing tax laws) with the Internal Revenue Service on past due income and/or employment taxes, a CNC Status, whereby the client will not be forced to make monthly installment payments, as long as they are experiencing this financial hardship. Please note however, penalties and interest continues to accrue. The IRS will not take any aggressive enforced collection against client. **AND/OR**
19. **Payment Plan - State:** We will attempt to negotiate (as long as client is in compliance with existing state tax laws) with the State on past due income taxes, a long-term reasonable monthly installment payment plan, whereby client will service said debt in an organized fashion with out fear of aggressive enforced collection activity. **AND/OR**
20. **Penalty Abatement IRS - 1040:** We will attempt to negotiate for penalty abatement under the IRS's Reasonable Cause Criteria as defined in the Internal Revenue Manual under exhibit 5500. Lack of funds can be an acceptable,

reasonable cause for failure to pay a tax or make a deposit when a taxpayer can demonstrate the lack of funds occurred despite the exercise of ordinary care and prudence by the taxpayer. **AND/OR**

21. **Penalty Abatement 941 Computational:** We will attempt to remove or lower your failure to deposit payroll tax penalty and potentially other related penalties by utilizing our in-house software. The IRS 90% of the time computes these penalties incorrectly (in their favor of course) by applying your most recent federal tax deposit to the earliest quarter that reflects a balance due. This causes the IRS to assess a current failure to deposit penalty on the deposit you just made for the current period. It also adds interest to the “new” penalty calculated back to the earliest quarter. **AND/OR**
22. **Penalty Abatement Reasonable Cause IRS - 941/940:** We will attempt to negotiate for penalty abatement under the IRS’s Reasonable Cause Criteria as defined in the Internal Revenue Manual under exhibit 5500. Lack of funds can be an acceptable, reasonable cause for failure to pay a tax or make a deposit when a taxpayer can demonstrate the lack of funds occurred despite the exercise of ordinary care and prudence by the taxpayer. **AND/OR**
23. **Penalty Abatement - State:** We will attempt to negotiate for penalty abatement as defined in the State’s Rules and Regulations. Lack of funds can be an acceptable, reasonable cause for failure to pay a tax or make a deposit when a taxpayer can demonstrate the lack of funds occurred despite the exercise of ordinary care and prudence by the taxpayer. **AND/OR**
24. **Lien Subordination:** We will prepare, submit and negotiate a request for Lien Subordination with the IRS. We will attempt to convince, based on the client’s representations and appropriate documentation, the IRS to subordinate (“go behind”) their lien to the “first” note (mortgage) holder. Normally, the IRS will grant such subordination as long as they can be convinced that the collection of the tax will be facilitated in the near future. **AND/OR**
25. **U.S. Tax Court Representation:** We will represent you before the United States Tax Court in connection with your 2007 federal income tax return. Based on your representations to us and the existence and condition of your supporting documents, our goal is to attempt to achieve a “no change” letter or the lowest adjustment allowed under law. **AND/OR**
26. **Innocent Spouse:** We will prepare, submit and negotiate an “Innocent Spouse Relief” claim request for the total amount owing to the Internal Revenue Service for the years ending 2007. We will attempt to negotiate with the Internal Revenue Service on your behalf to have them grant you relief under IRC Section 6015. Our fee also includes representing you before the Appellate Division of the IRS, should your claim be rejected by the Exam and/or Collection Division.

AND/OR

27. **Trust Fund Recovery Penalty (TFRP) Defense:** We will represent you before the Appellate Division of the IRS in connection with their attempt to propose an assessment against you regarding the TFRP regarding unpaid payroll taxes of your former employer. We will prepare, submit an Appeal Protest, based on your oral and written representations to us. We will attempt to defend your position and negotiate on your behalf in an attempt to reverse the IRS's proposed action of assessing you. **AND/OR**

28. **Audit Reconsideration:** We will represent you before the IRS's Examination Division in connection with the reconsideration of your 2007 audit of your federal income tax return. Audit Reconsideration is generally used when the taxpayer has not signed a closing agreement agreeing with the initial audit findings. Additionally, you may have submitted information that the IRS has not previously considered and/or you filed a return after the IRS completed (SFR) a return for you. Based on your representations to us and the existence and condition of your supporting documents, our goal is to attempt to achieve a "no change" letter or the lowest adjustment allowed under law. **AND/OR**

29. **Levy Protection IRS OVER \$100,000 - IMMEDIATE:** We will attempt to immediately secure a Release/Modification (as long as all legally required federal income tax returns have been filed) on your present IRS wage and/or bank levy and we will prevent future Levy's (seizure of assets), with regard to the IRS, on Bank Funds, Accounts Receivable and Wages, while we are retained. **If you owe over \$100,000 your levy may take 30 days or more to be released.**

AND/OR

30. **United States Tax Court Petition – Filing:** We will file a Petition with the U.S. Tax Court, for the year 2005, 2006 and 2007, in order to avoid the IRS's proposed assessment based on version of what your federal income tax liability should without taking into consideration, exemptions, filing, status, allowable business expenses, and other possible items such as home mortgage interest, property taxes and the cost basis (purchases value) of stocks/investments.

AND/OR

31. **Tax Return Analysis – Individual:** We will provide professional analysis of your 2006, 2007 and 2008 individual federal tax returns (form 1040) to determine whether audit reconsideration or amended tax returns are appropriate resolution alternatives. In the event that either proves to be a viable option, additional fees may be required. **AND/OR**

32. **Identity Theft Issue:** We will contact the Taxpayer Advocate Service or another unit of the IRS, as long as the taxpayer can produce a Police Report, reporting this crime (as it is a true crime) and attempt to resolve this issue.

AND/OR

33. **Coordination of Full Payoff to IRS – IRS OVER 500,000:** We will assist you in guiding and instructing you (as long as client is in current compliance with existing tax laws) to full pay the Internal Revenue Service on past due income taxes. You have indicated that you have the desire and financial ability to accomplish this without negotiating a monthly Payment Installment plan. If you cannot full pay the IRS debt owed, for whatever reason, significant, additional fees shall apply and a revised Retainer Agreement will become necessary at that point to protect you from levy (enforced collection).

AND/OR

34. **IRS Representation and Consultative Services:** We will represent you before the IRS and we will provide advice and guidance to you in connection with all options available. One of these options may be to close or sell the business and create a different entity. If this becomes the optimal option, we will advise you how to structure and value a “buy/Sell” Agreement, etc. We will advise you on how to limit your personal exposure to the Trust Fund Recovery Penalty (TFRP) regarding the employment taxes that the corporation owes.

AND/OR

35. **Tax Preparation – Individual (1040) IRS SECTION CODE 165 TREATMENT:** We will prepare your 2008 and amend your 2005, 2006 and 2007 federal and state individual income tax returns. We will use the information you provided to amend your returns reflecting Theft Stock Losses be classified as “Ordinary Losses” under IRC Section 165 vs. that of capital losses. (Fees quoted herein do not include bookkeeping work). **AND/OR**

36. **Effective Tax Administration OIC / IRS -** We will prepare and submit an "Offer In Compromise" for the total amount owing to the Internal Revenue Service for all years and for all types of taxes disclosed to our firm. We will attempt to negotiate with the Internal Revenue Service on your behalf to have them accept your Offer, even though there is no doubt that the tax is correct and no doubt that the amount owed could be collected in full; but due to exceptional existing circumstances, such collection of the full amount would create economic hardship or where compelling public policy or equity considerations provide sufficient basis for compromise. The client understands that they bear the burden of proof to show their Offer In Compromise qualifies for public policy or equity considerations. Our fee also includes representing you before the Appellate Division of the IRS, should your offer be rejected by the Collection (Memphis) Division. **AND/OR**

37. **Lien Discharge:** We will prepare, submit and negotiate a request for Lien Discharge with the IRS. We will attempt to convince, based on the client's representations and appropriate documentation, the IRS to discharge. Normally, the IRS will grant such discharge as long as they can be convinced that the collection of the tax will be facilitated in the near future. **AND/OR**

- 38. Dependent and/or Earned Income Credit Defense:** We will represent you before the IRS and attempt to have them allow the proper deductions and or credits based on your third party supporting documentation and your representations to us. Our fee includes submitting Form 911 “Application For Taxpayer Assistance Order” (ATAO) with the Taxpayer Advocate Service.
AND/OR
- 39. Payment Plan – EDD:** We will attempt to negotiate (as long as client is in current compliance with existing state tax laws) with the EDD on past due employment taxes, a long-term, reasonable monthly installment payment plan, whereby client will service said debt in an organized fashion without fear of aggressive enforced collection activity. **AND/OR**
- 40. Coordination of Payoff to IRS – Trust Fund:** We will assist you in guiding and instructing you (as long as client is in current compliance with existing tax laws) to full pay the Internal Revenue Service on Trust Fund payroll taxes. You have indicated that you have the desire and financial ability to accomplish this without negotiating a monthly Payment Installment plan. If you cannot full pay the IRS debt owed, on IRS’s terms, for whatever reason, significant, additional fees shall apply and a revised Retainer Agreement will become necessary at that point to protect you from levy (enforced collection) and to negotiate a structured payment plan. **AND/OR**
- 41. Representation re: Application for Tentative Refund (1045):** We will represent you in an attempt to have the IRS accept your 2008 Form 1045 carrying your 2008 NOL to 2005 and 2006. If necessary we will use the information you disclose and provide to us to support your case. (Fees quoted herein do not include bookkeeping work). It is possible that the IRS may select your 2008 for Audit due the large dollar high profile nature of the NOL. If this happens additional professional fees are likely to be charged. **AND/OR**
- 42. FBAR IRS Representation (Voluntary Disclosure Program):** We will represent you before the IRS in connection with the IRS’s Voluntary Disclosure Program, (for Voluntary Disclosures involving your offshore accounts or assets for 2003 thru 2008). Based on your representation to us and the existence of your supporting documents, our ultimate goal is to keep your tax matter civil and achieve the lowest adjustments to the above mentioned tax returns allowed under law. If the Criminal Investigation Division of the IRS refers your tax matter to the Department of Justice for criminal prosecution, additional fees will be required. **AND/OR**
- 43. Collection Due Process Hearing Request re: Lien Discharge/Release:** We will prepare, submit and negotiate a request for Lien Discharge with the IRS via a CDP Hearing request. We will attempt to convince, based on the client’s representations and appropriate documentation, that it is the IRS’s best interest to discharge or release the lien. Generally, the IRS may grant such discharge as long as they can be convinced that it would propose a severe financial hardship

on the client and that collection of the tax will be accelerated/ facilitated in the very near future. **AND/OR**

44. **Payment Plan – Sales Tax State:** We will attempt to negotiate (as long as client is in compliance with existing state Sales Tax laws) with the State on past due Sales taxes, a monthly installment payment plan, whereby client will service said debt in an organized fashion without fear of aggressive enforced collection activity. **AND/OR**
45. **IRS Representation and Consultative Services:** We will represent you before the IRS and we will provide advice and guidance to you in connection with all options available, specifically to ascertain to the current status of your tax situation as it applies to any refunds that may be applicable. **AND/OR**
46. **IRS Representation (Kovel Agreement):** We will represent you before the IRS's Criminal Investigation Division (under a "Kovel" Agreement, which is separate fee to the attorney) as well as the IRS's Examination Division in connection with the IRS's criminal investigation currently underway. This is in connection with the numerous years (approximately seven years) that your LLC's/1040's have not filed federal income tax returns for. Our goal is to attempt to have CID drop their case against you (no guarantee of this) and refer you back to Exam in order to get all these tax returns prepared. If the CID refers your case to the Department of Justice for criminal indictment, additional fees will be required. **AND/OR**
47. **IRS Representation (Frivolous Tax Returns) (1):** We will represent you before the IRS in connection with your 2004, 2005 and 2006 tax returns that have been deemed frivolous by the IRS. This will allow us to propose a less intrusive alternative collection option than those that have been proposed by the IRS. This may include, but is not limited to, a structured payment plan. Based on your representation to us and the existence of your supporting documents, our ultimate goal is to achieve the lowest adjustments to the above mentioned tax returns allowed under law. **AND/OR**
48. **IRS Representation (Frivolous Tax Returns) (2):** We will represent you before the IRS and/or United States Tax Court in connection with your 2004, 2005 and 2006 tax returns that have been deemed frivolous by the IRS. Due to the frivolous nature of the position you have also taken on the U.S. Tax Court petition you recently filed, we will attempt to have your petition withdrawn from the U.S. Tax Court and have your case referred back to the Appellate division of the IRS. This will allow us to propose a less intrusive alternative collection option than those that have been proposed by the IRS. This may include, but is not limited to, a structured payment plan. Based on your representation to us and the existence of your supporting documents, our ultimate goal is to achieve the lowest adjustments to the above mentioned tax returns allowed under law.

None of the services can be relied upon to detect errors, irregularities or illegal acts that may exist. (However, we will inform you of any such matters that come to our attention.) Also, all requests to the Internal Revenue Service/or any State Taxing Agency for abatement of penalties and An "Offer In Compromise" are decided by the Internal Revenue Service/or State Taxing Agency, and we have no control over their final decision. The IRS/State Taxing Agency may file a Federal/State Tax Lien, which is a public notice to your creditors that the IRS/State Taxing Agency has a lien against your property.

Client Duties

1. **Client agrees** to make prompt payments and file returns as required by any agreements, settlements, and/or compromises that are made with the IRS, State Taxing Agency, or any other taxing agency as agreed to.
2. **Client agrees** that Express One Financial Services representation of Client is conditioned upon Client staying current on all future tax liabilities as they become due. Failure to stay current with any and all tax liabilities will be cause for termination of this agreement, as it would greatly affect the ability of **Express One Financial Services** to adequately represent Client.
3. **Work before the IRS** is document sensitive and time sensitive. Client agrees to respond promptly and fully within ten (10) days, of **Express One Financial Services** request, or the IRS's, or a State Taxing Agency, or any other taxing agency-request for information and documents.
4. **By signing this agreement**, Client agrees and acknowledges that **Express One Financial Services** has advised the Client of the Client's obligation to fully and accurately disclose the nature, source and extent of the client's assets, liabilities, income and expenses, whether overstating or understating, may ultimately invalidate any agreement entered into with any taxing agency.
5. **It is necessary to provide requested data on a timely basis.** We must make commitments to taxing agencies to win their cooperation. A major reason we are able to achieve positive results with IRS and FTB agents is the credibility we have built with them by keeping those commitments. We will not jeopardize this hard-earned relationship as it benefits a majority of our clients.
6. **Time is of the essence.** Many tax notices must be responded to quickly to avoid added problems such as property liens or levies against wages or other forms of income and assets. Notices should never be ignored or put off.
7. **Elapsed time on tax problem cases** is often longer than clients expect. Cases may run over several months, or even a year or more, as the responses from taxing agencies are often slow.
8. **Powers of Attorney** are required to allow the taxing agency personnel to discuss your confidential tax matters with us. The Powers of Attorney we have you sign do not allow us to perform any non-tax matters.
9. **Freedom of Information Act (FOIA) requests** are made in most cases as we wish to assure our clients that we have complete information with which to act on their behalf.

10. **We will handle all conversations with IRS/FTB.** You will not be required to talk to, meet, or deal with revenue officers. Some people feel a need to speak to the IRS while we are retained. If you do, you will most likely put your case in jeopardy.
11. **Signatures on all agreements with IRS/FTB** as a matter of policy will be done by you. Although a Power of Attorney permits us to enter into an agreement on your behalf, we will meet with you, provide our recommendation, and allow you to sign directly for any obligations you will need to meet. This policy does not mean you have to meet with agents.
12. **Billing for services** is done on a retainer basis. We will estimate a fee for the services to be rendered at the time of our engagement. We will require anywhere from thirty percent (30%) to one hundred percent (100%) of the estimated amount be paid prior to the commencement of services. The estimate of our fee is not binding as some cases become more complicated and time consuming than anticipated when the estimate was made. Fees are based on the value of the services rendered considering the expertise required in addition to expended time.
13. **Retainers are non-refundable;** therefore we strongly recommend clients support our efforts to help them in a businesslike fashion. Failure to do so will result in our withdrawal from a matter. Should we find this action necessary any retainers and recurring payments will be deemed fully earned and non-refundable.
14. **Broken appointments** will be billed for 1 hour at standard rates for tax problem resolution work, unless the appointment is cancelled or rescheduled at least 24 hours in advance. We regret the need to enforce this policy, but we are unable to schedule another client during that time without adequate notice.
15. **Calls from our office.** You may/will receive a call requesting additional documents, or updating you on our progress. In the interest of efficiency the calls may be made by staff members or other firm professionals assisting in the preparation/negotiation of your case.
16. **In connection with information and or document requests from this office and in the event that you fail to communicate with this office and the condition continues for ten business (10) days from our requested deadline date, verbal or written, we reserve the right to terminate our services and or increase the fee stipulated in this agreement.**

<u>FEES</u>

The estimated Flat Fee for these services will be \$xxxx.xx0.00, assuming the client doesn't add additional work and is cooperative and timely regarding our information requests. Although, the total fee is due upon retaining Express One Financial Services, as a courtesy to you the client, we will require a retainer of \$xxxx.xx before we proceed. The remaining balance of \$xxxx.xx shall be due and payable as follows: One to ten monthly payments via an ACH Automatic Debit Authorization, or Credit/Debit Card Authorization, in the amount of \$0.00 each, dated 30 days apart from one another, starting 30 days after initial Retainer Deposit is paid. Please note that upon using a credit or debit card to secure our services, for either the Retainer Deposit amount and/or the monthly recurring retainer payments, a 3% surcharge shall apply to all credit card payment transactions. If it becomes inevitable that you must "move" an agreed upon scheduled payment due date, Express One Financial Services, at its sole

discretion, may approve this upon charging client a \$150.00 "Move Fee" for each date that a "move" is requested.

Recently enacted legislation made major changes to the requirements for submitting lump-sum and periodic payment offers in compromise. These changes became effective for all offers submitted after July 15, 2006.

In addition to the \$205 application fee you must now include a 20% non-refundable deposit of your offer amount if you propose a Cash or Lump-Sum Offer. OR if you are proposing a short-term (periodic payment) deferred offer, payable in 24 monthly installments, you must include a payment equal to your first proposed payment amount, with the offer, and you must pay the any and all remaining proposed payments while your offer is pending, on a monthly basis.

(We received a Retainer deposit in the amount of \$xxxx.xx during our initial consultation.) We reserve the right to increase the fees stipulated herein if we have not been retained within 7 days from the date of this Agreement. All retainers and subsequent payments for services are earned when paid, no refunds. All invoices are due upon receipt. Failure to pay either retainer requests or to submit payment as per the above agreed upon payment schedule, shall cause our firm to immediately stop providing services without further notice. In addition, there will be a \$750.00 case re-activation fee. There will be a \$25.00 fee charge for late payments OR bounced checks, pursuant to California Civil Code 1719(a).

I acknowledge that **Express One Financial Services** has or will advise me that a bankruptcy discharge of this obligation may or may not be possible.

Please indicate your acceptance of the above understanding by signing and dating below and mailing this letter, along with the Powers of Attorney, your retainer deposit in the amount of \$xxxx.xx and the (No. of payments) post dated check(s), or the ACH Automatic Debit Authorization or the Credit/Debit Card Authorization, in the enclosed envelope.

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance with the Uniform Rules for Binding Arbitration of the Better Business Bureau of the Southland in effect at the time of initiation of arbitration, and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Please call us if we can assist you with any other matters or if you have any questions regarding this letter.

Sincerely,

Express One Financial Services
RECEIVED BY CLIENT

READ, UNDERSTOOD, AGREED TO,
AND COPY

Date

P.S. We appreciate the opportunity to work for you and/or your company concerning the duties described above. We will keep you advised of developments as they occur. Do not hesitate to contact me directly if you have any questions at any time.